
ENGROSSED SUBSTITUTE SENATE BILL 5600

State of Washington

66th Legislature

2019 Regular Session

By Senate Housing Stability & Affordability (originally sponsored by Senators Kuderer, Das, Nguyen, Frockt, Cleveland, Darneille, Saldaña, Hasegawa, Wilson, C., Conway, Randall, Wellman, Keiser, Hunt, Pedersen, and Lias)

READ FIRST TIME 02/19/19.

1 AN ACT Relating to residential tenant protections; amending RCW
2 59.12.030, 59.18.410, 59.18.390, 59.18.365, 59.18.290, 59.18.055,
3 43.31.605, and 43.31.615; reenacting and amending RCW 59.18.030;
4 adding new sections to chapter 59.18 RCW; creating a new section; and
5 prescribing penalties.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 **Sec. 1.** RCW 59.12.030 and 1998 c 276 s 6 are each amended to
8 read as follows:

9 A tenant of real property for a term less than life is (~~guilty~~
10 ~~of~~) liable for unlawful detainer either:

11 (1) When he or she holds over or continues in possession, in
12 person or by subtenant, of the property or any part thereof after the
13 expiration of the term for which it is let to him or her. When real
14 property is leased for a specified term or period by express or
15 implied contract, whether written or oral, the tenancy shall be
16 terminated without notice at the expiration of the specified term or
17 period;

18 (2) When he or she, having leased property for an indefinite time
19 with monthly or other periodic rent reserved, continues in possession
20 thereof, in person or by subtenant, after the end of any such month
21 or period, when the landlord, more than twenty days prior to the end

1 of such month or period, has served notice (in manner in RCW
2 59.12.040 provided) requiring him or her to quit the premises at the
3 expiration of such month or period;

4 (3) When he or she continues in possession in person or by
5 subtenant after a default in the payment of rent, and after notice in
6 writing requiring in the alternative the payment of the rent or the
7 surrender of the detained premises, served (in manner in RCW
8 59.12.040 provided) in behalf of the person entitled to the rent upon
9 the person owing it, has remained uncomplied with for the period of
10 three days after service thereof, or for the period of fourteen days
11 after service for tenancies under chapter 59.18 RCW. The notice may
12 be served at any time after the rent becomes due. For the purposes of
13 this subsection and as applied to tenancies under chapter 59.18 RCW,
14 "rent" has the same meaning as defined in RCW 59.18.030;

15 (4) When he or she continues in possession in person or by
16 subtenant after a neglect or failure to keep or perform any (~~either~~)
17 condition or covenant of the lease or agreement under which the
18 property is held, including any covenant not to assign or sublet,
19 other than one for the payment of rent, and after notice in writing
20 requiring in the alternative the performance of such condition or
21 covenant or the surrender of the property, served (in manner in RCW
22 59.12.040 provided) upon him or her, and if there is a subtenant in
23 actual possession of the premises, also upon such subtenant, shall
24 remain uncomplied with for ten days after service thereof. Within ten
25 days after the service of such notice the tenant, or any subtenant in
26 actual occupation of the premises, or any mortgagee of the term, or
27 other person interested in its continuance, may perform such
28 condition or covenant and thereby save the lease from such
29 forfeiture. For the purposes of this subsection and as applied to
30 tenancies under chapter 59.18 RCW, "rent" has the same meaning as
31 defined in RCW 59.18.030;

32 (5) When he or she commits or permits waste upon the demised
33 premises, or when he or she sets up or carries on thereon any
34 unlawful business, or when he or she erects, suffers, permits, or
35 maintains on or about the premises any nuisance, and remains in
36 possession after the service (in manner in RCW 59.12.040 provided)
37 upon him or her of three days' notice to quit;

38 (6) A person who, without the permission of the owner and without
39 having color of title thereto, enters upon land of another and who
40 fails or refuses to remove therefrom after three days' notice, in

1 writing and served upon him or her in the manner provided in RCW
2 59.12.040. Such person may also be subject to the criminal provisions
3 of chapter 9A.52 RCW; or

4 (7) When he or she commits or permits any gang-related activity
5 at the premises as prohibited by RCW 59.18.130.

6 NEW SECTION. **Sec. 2.** A new section is added to chapter 59.18
7 RCW to read as follows:

8 Every fourteen-day notice served pursuant to RCW 59.12.030(3)
9 must be in substantially the following form:

10 **"FOURTEEN-DAY NOTICE TO PAY RENT OR VACATE THE PREMISES**

11 You are receiving the attached notice because the landlord
12 alleges you are not in compliance with the terms of the lease
13 agreement by failing to pay rent and/or utilities and/or recurring or
14 periodic charges that are past due.

15 (1) Monthly rent due for (list month(s)): \$ (dollar amount)

16 AND/OR

17 (2) Utilities due for (list month(s)): \$ (dollar amount)

18 AND/OR

19 (3) Other recurring or periodic charges identified in the lease
20 for (list month(s)): \$ (dollar amount)

21 TOTAL AMOUNT DUE: \$ (dollar amount)

22 Note - payment must be by cash, cashier's check, money order, or
23 certified funds.

24 You must pay the total amount due to your landlord within
25 fourteen (14) days after receipt of this notice or you must vacate
26 the premises. Any payment you make to the landlord must first be
27 applied to the total amount due as shown on this notice. Any failure
28 to comply with this notice within fourteen (14) days after receipt of
29 this notice may result in a judicial proceeding that leads to your
30 eviction from the premises.

31 The Washington state Attorney General's Office has this notice in
32 multiple languages on its website. You will also find information
33 there on how to find a lawyer or advocate at low or no cost and any
34 available resources to help pay your rent. Alternatively, call 2-1-1
35 to learn about these services.

36 State law provides you the right to receive interpreter services
37 at court.

38

1 OWNER/LANDLORD: _____ DATE: _____

2
3 **WHERE TOTAL AMOUNT DUE IS TO BE PAID: ___ (owner/landlord name) ___**
4 **_____ (address) _____ "**

5 NEW SECTION. **Sec. 3.** A new section is added to chapter 59.18
6 RCW to read as follows:

7 (1) The attorney general's office shall produce and maintain on
8 its web site translated versions of the notice under section 2 of
9 this act in the top ten languages spoken in Washington state and, at
10 the discretion of the attorney general's office, other languages. The
11 notice must be made available upon request in printed form on one
12 letter size paper, eight and one-half by eleven inches, and in an
13 easily readable font size.

14 (2) The attorney general's office shall also provide on its web
15 site information on where tenants can access legal or advocacy
16 resources, including information on any immigrant and cultural
17 organizations where tenants can receive assistance in their primary
18 language.

19 **Sec. 4.** RCW 59.18.030 and 2016 c 66 s 1 are each reenacted and
20 amended to read as follows:

21 As used in this chapter:

22 (1) "Certificate of inspection" means an unsworn statement,
23 declaration, verification, or certificate made in accordance with the
24 requirements of RCW 9A.72.085 by a qualified inspector that states
25 that the landlord has not failed to fulfill any substantial
26 obligation imposed under RCW 59.18.060 that endangers or impairs the
27 health or safety of a tenant, including (a) structural members that
28 are of insufficient size or strength to carry imposed loads with
29 safety, (b) exposure of the occupants to the weather, (c) plumbing
30 and sanitation defects that directly expose the occupants to the risk
31 of illness or injury, (d) not providing facilities adequate to supply
32 heat and water and hot water as reasonably required by the tenant,
33 (e) providing heating or ventilation systems that are not functional
34 or are hazardous, (f) defective, hazardous, or missing electrical
35 wiring or electrical service, (g) defective or hazardous exits that

1 increase the risk of injury to occupants, and (h) conditions that
2 increase the risk of fire.

3 (2) "Commercially reasonable manner," with respect to a sale of a
4 deceased tenant's personal property, means a sale where every aspect
5 of the sale, including the method, manner, time, place, and other
6 terms, must be commercially reasonable. If commercially reasonable, a
7 landlord may sell the tenant's property by public or private
8 proceedings, by one or more contracts, as a unit or in parcels, and
9 at any time and place and on any terms.

10 (3) "Comprehensive reusable tenant screening report" means a
11 tenant screening report prepared by a consumer reporting agency at
12 the direction of and paid for by the prospective tenant and made
13 available directly to a prospective landlord at no charge, which
14 contains all of the following: (a) A consumer credit report prepared
15 by a consumer reporting agency within the past thirty days; (b) the
16 prospective tenant's criminal history; (c) the prospective tenant's
17 eviction history; (d) an employment verification; and (e) the
18 prospective tenant's address and rental history.

19 (4) "Criminal history" means a report containing or summarizing
20 (a) the prospective tenant's criminal convictions and pending cases,
21 the final disposition of which antedates the report by no more than
22 seven years, and (b) the results of a sex offender registry and
23 United States department of the treasury's office of foreign assets
24 control search, all based on at least seven years of address history
25 and alias information provided by the prospective tenant or available
26 in the consumer credit report.

27 (5) "Designated person" means a person designated by the tenant
28 under RCW 59.18.590.

29 (6) "Distressed home" has the same meaning as in RCW 61.34.020.

30 (7) "Distressed home conveyance" has the same meaning as in RCW
31 61.34.020.

32 (8) "Distressed home purchaser" has the same meaning as in RCW
33 61.34.020.

34 (9) "Dwelling unit" is a structure or that part of a structure
35 which is used as a home, residence, or sleeping place by one person
36 or by two or more persons maintaining a common household, including
37 but not limited to single-family residences and units of multiplexes,
38 apartment buildings, and mobile homes.

39 (10) "Eviction history" means a report containing or summarizing
40 the contents of any records of unlawful detainer actions concerning

1 the prospective tenant that are reportable in accordance with state
2 law, are lawful for landlords to consider, and are obtained after a
3 search based on at least seven years of address history and alias
4 information provided by the prospective tenant or available in the
5 consumer credit report.

6 (11) "Gang" means a group that: (a) Consists of three or more
7 persons; (b) has identifiable leadership or an identifiable name,
8 sign, or symbol; and (c) on an ongoing basis, regularly conspires and
9 acts in concert mainly for criminal purposes.

10 (12) "Gang-related activity" means any activity that occurs
11 within the gang or advances a gang purpose.

12 (13) "In danger of foreclosure" means any of the following:

13 (a) The homeowner has defaulted on the mortgage and, under the
14 terms of the mortgage, the mortgagee has the right to accelerate full
15 payment of the mortgage and repossess, sell, or cause to be sold the
16 property;

17 (b) The homeowner is at least thirty days delinquent on any loan
18 that is secured by the property; or

19 (c) The homeowner has a good faith belief that he or she is
20 likely to default on the mortgage within the upcoming four months due
21 to a lack of funds, and the homeowner has reported this belief to:

22 (i) The mortgagee;

23 (ii) A person licensed or required to be licensed under chapter
24 19.134 RCW;

25 (iii) A person licensed or required to be licensed under chapter
26 19.146 RCW;

27 (iv) A person licensed or required to be licensed under chapter
28 18.85 RCW;

29 (v) An attorney-at-law;

30 (vi) A mortgage counselor or other credit counselor licensed or
31 certified by any federal, state, or local agency; or

32 (vii) Any other party to a distressed property conveyance.

33 (14) "Landlord" means the owner, lessor, or sublessor of the
34 dwelling unit or the property of which it is a part, and in addition
35 means any person designated as representative of the owner, lessor,
36 or sublessor including, but not limited to, an agent, a resident
37 manager, or a designated property manager.

38 (15) "Mortgage" is used in the general sense and includes all
39 instruments, including deeds of trust, that are used to secure an
40 obligation by an interest in real property.

1 (16) "Owner" means one or more persons, jointly or severally, in
2 whom is vested:

3 (a) All or any part of the legal title to property; or

4 (b) All or part of the beneficial ownership, and a right to
5 present use and enjoyment of the property.

6 (17) "Person" means an individual, group of individuals,
7 corporation, government, or governmental agency, business trust,
8 estate, trust, partnership, or association, two or more persons
9 having a joint or common interest, or any other legal or commercial
10 entity.

11 (18) "Premises" means a dwelling unit, appurtenances thereto,
12 grounds, and facilities held out for the use of tenants generally and
13 any other area or facility which is held out for use by the tenant.

14 (19) "Property" or "rental property" means all dwelling units on
15 a contiguous quantity of land managed by the same landlord as a
16 single, rental complex.

17 (20) "Prospective landlord" means a landlord or a person who
18 advertises, solicits, offers, or otherwise holds a dwelling unit out
19 as available for rent.

20 (21) "Prospective tenant" means a tenant or a person who has
21 applied for residential housing that is governed under this chapter.

22 (22) "Qualified inspector" means a United States department of
23 housing and urban development certified inspector; a Washington state
24 licensed home inspector; an American society of home inspectors
25 certified inspector; a private inspector certified by the national
26 association of housing and redevelopment officials, the American
27 association of code enforcement, or other comparable professional
28 association as approved by the local municipality; a municipal code
29 enforcement officer; a Washington licensed structural engineer; or a
30 Washington licensed architect.

31 (23) "Reasonable attorneys' fees," where authorized in this
32 chapter, means an amount to be determined including the following
33 factors: The time and labor required, the novelty and difficulty of
34 the questions involved, the skill requisite to perform the legal
35 service properly, the fee customarily charged in the locality for
36 similar legal services, the amount involved and the results obtained,
37 and the experience, reputation and ability of the lawyer or lawyers
38 performing the services.

39 (24) "Reasonable manner," with respect to disposing of a deceased
40 tenant's personal property, means to dispose of the property by

1 donation to a not-for-profit charitable organization, by removal of
2 the property by a trash hauler or recycler, or by any other method
3 that is reasonable under the circumstances.

4 (25) "Rent" or "rental amount" means recurring and periodic
5 charges identified in the rental agreement for the use and occupancy
6 of the premises, which may include charges for utilities. These terms
7 do not include nonrecurring charges for costs incurred due to late
8 payment, damages, deposits, legal costs, or other fees, including
9 attorneys' fees.

10 (26) "Rental agreement" means all agreements which establish or
11 modify the terms, conditions, rules, regulations, or any other
12 provisions concerning the use and occupancy of a dwelling unit.

13 ((+26+)) (27) A "single-family residence" is a structure
14 maintained and used as a single dwelling unit. Notwithstanding that a
15 dwelling unit shares one or more walls with another dwelling unit, it
16 shall be deemed a single-family residence if it has direct access to
17 a street and shares neither heating facilities nor hot water
18 equipment, nor any other essential facility or service, with any
19 other dwelling unit.

20 ((+27+)) (28) A "tenant" is any person who is entitled to occupy
21 a dwelling unit primarily for living or dwelling purposes under a
22 rental agreement.

23 ((+28+)) (29) "Tenant representative" means:

24 (a) A personal representative of a deceased tenant's estate if
25 known to the landlord;

26 (b) If the landlord has no knowledge that a personal
27 representative has been appointed for the deceased tenant's estate, a
28 person claiming to be a successor of the deceased tenant who has
29 provided the landlord with proof of death and an affidavit made by
30 the person that meets the requirements of RCW 11.62.010(2);

31 (c) In the absence of a personal representative under (a) of this
32 subsection or a person claiming to be a successor under (b) of this
33 subsection, a designated person; or

34 (d) In the absence of a personal representative under (a) of this
35 subsection, a person claiming to be a successor under (b) of this
36 subsection, or a designated person under (c) of this subsection, any
37 person who provides the landlord with reasonable evidence that he or
38 she is a successor of the deceased tenant as defined in RCW
39 11.62.005. The landlord has no obligation to identify all of the
40 deceased tenant's successors.

1 (~~(29)~~) (30) "Tenant screening" means using a consumer report or
2 other information about a prospective tenant in deciding whether to
3 make or accept an offer for residential rental property to or from a
4 prospective tenant.

5 (~~(30)~~) (31) "Tenant screening report" means a consumer report
6 as defined in RCW 19.182.010 and any other information collected by a
7 tenant screening service.

8 NEW SECTION. **Sec. 5.** A new section is added to chapter 59.18
9 RCW to read as follows:

10 Under this chapter:

11 (1) A landlord must first apply any payment made by a tenant
12 toward rent before applying any payment toward late payments,
13 damages, legal costs, or other fees, including attorneys' fees.

14 (2) Except as provided in RCW 59.18.410, the tenant's right to
15 possession of the premises may not be conditioned on a tenant's
16 payment or satisfaction of any monetary amount other than rent.
17 However, this does not foreclose a landlord from pursuing other
18 lawful remedies to collect late payments, legal costs, or other fees,
19 including attorneys' fees.

20 **Sec. 6.** RCW 59.18.410 and 2011 c 132 s 20 are each amended to
21 read as follows:

22 (1) If upon the trial the verdict of the jury or, if the case be
23 tried without a jury, the finding of the court be in favor of the
24 (~~(plaintiff)~~) landlord and against the (~~(defendant)~~) tenant, judgment
25 shall be entered for the restitution of the premises; and if the
26 proceeding be for unlawful detainer after neglect or failure to
27 perform any condition or covenant of a lease or agreement under which
28 the property is held, or after default in the payment of rent, the
29 judgment shall also declare the forfeiture of the lease, agreement,
30 or tenancy. The jury, or the court, if the proceedings be tried
31 without a jury, shall also assess the damages arising out of the
32 tenancy occasioned to the (~~(plaintiff)~~) landlord by any forcible
33 entry, or by any forcible or unlawful detainer, alleged in the
34 complaint and proved on the trial, and, if the alleged unlawful
35 detainer be after default in the payment of rent, find the amount of
36 any rent due, and the judgment shall be rendered against the
37 (~~(defendant guilty of)~~) tenant liable for the forcible entry,
38 forcible detainer, or unlawful detainer for the amount of damages

1 thus assessed ~~((and))~~, for the rent, if any, found due, and late fees
2 if such fees are due under the lease and do not exceed seventy-five
3 dollars in total. In addition to the amount awarded under this
4 subsection, the court may award statutory costs and reasonable
5 ((attorney's)) attorneys' fees. However, the court shall not award
6 attorneys' fees when judgment is entered after default for failure to
7 appear, if the total amount of rent awarded in the judgment for rent
8 is equal to or less than two months of the tenant's monthly contract
9 rent or if the total amount of rent awarded in the judgment is less
10 than one thousand two hundred dollars. In all cases, if a tenant
11 seeks a stay pursuant to subsection (3) of this section after a
12 default in the payment of rent, the court may award attorneys' fees
13 only if the tenant prevails on the motion subject to the provisions
14 of subsection (3) of this section, in which case the attorneys' fees
15 may be included as a part of the tenant's right to reinstatement. No
16 attorneys' fees may be awarded against the tenant if the landlord
17 prevails at the hearing under subsection (3) of this section.

18 (2) When the ~~((proceeding))~~ tenant is liable for ~~((an))~~ unlawful
19 detainer after a default in the payment of rent, ~~((and the lease or~~
20 ~~agreement under which the rent is payable has not by its terms~~
21 ~~expired,))~~ execution upon the judgment shall not be issued until the
22 expiration of five court days after the entry of the judgment~~((~~
23 ~~within which))~~. Before such time, the tenant or any subtenant, or any
24 mortgagee of the term, or other party interested in the continuance
25 of the tenancy, may pay into court ~~((for))~~ or to the landlord the
26 amount of the ~~((judgment and costs, and thereupon the judgment shall~~
27 ~~be satisfied and the))~~ rent due, any court costs incurred at the time
28 of payment, late fees if such fees are due under the lease and do not
29 exceed seventy-five dollars in total, and attorneys' fees if awarded
30 under this section, in which event any judgment issued shall be
31 satisfied and the tenant shall be restored to his or her tenancy~~((~~
32 ~~but))~~. The tenant shall tender an additional fifty dollars for each
33 time the tenant was reinstated pursuant to this subsection or
34 subsection (3) of this section within the previous twelve months
35 prior to payment. If payment~~((, as herein provided, be))~~ of the
36 amount specified in this section is not made within five court days
37 after the judgment, the judgment may be enforced for its full amount
38 and for the possession of the premises.

39 (3) (a) Following the entry of a judgment in favor of the landlord
40 and against the tenant for the restitution of the premises and

1 forfeiture of the tenancy due to nonpayment of rent, the court, at
2 the time of the show cause hearing or trial, or upon subsequent
3 motion of the tenant but before the execution of the writ of
4 restitution, may stay or vacate the writ of restitution upon good
5 cause and on such terms that the court deems fair and just for both
6 parties. In making this decision, the court shall consider the
7 following factors:

8 (i) Evidence or lack of evidence of the tenant's willful or
9 intentional default or intentional failure to pay rent;

10 (ii) Evidence that nonpayment of the rent was caused by exigent
11 circumstances that were beyond the tenant's control and that are not
12 likely to recur;

13 (iii) The tenant's ability to timely pay the judgment;

14 (iv) The tenant's payment history;

15 (v) The tenant is otherwise in substantial compliance with the
16 rental agreement;

17 (vi) The relative burden on the parties resulting from
18 reinstatement or refusal to reinstate;

19 (vii) Conduct related to other notices served contemporaneously
20 with the notice to pay or vacate regardless of whether the other
21 notices were part of the court's judgment; and

22 (viii) Whether the landlord can obtain disbursement from the
23 landlord mitigation program as provided in RCW 43.31.605.

24 (b) The burden of proof for such relief under this subsection
25 shall be on the tenant. If the tenant seeks relief pursuant to this
26 subsection (3) at the time of the show cause hearing, the court shall
27 hear the matter at the time of the show cause hearing or as
28 expeditiously as possible as to avoid unnecessary delay or hardship
29 on the parties. The court may issue an order pursuant to this
30 subsection upon appropriate terms, which may include the payment or
31 severing of all or part of the monetary judgment. Any severing of the
32 judgment shall not preclude the landlord from pursuing other lawful
33 remedies to collect the remainder of the judgment.

34 (c) In any order issued pursuant to this subsection (3):

35 (i) The court shall not stay the writ more than three months from
36 the date of judgment, but may order repayment of the balance within
37 such time;

38 (ii) The court shall require the tenant to tender to the landlord
39 or deposit with the court one month's rent within five court days of
40 the order, before which the sheriff may serve the writ of restitution

1 upon the tenant for its execution in the event of default in the
2 payment of the amount stated in this subsection (3)(c)(ii); however,
3 the sheriff shall not execute upon the writ of restitution until
4 after expiration of five court days in order for payment to be made
5 pursuant to this subsection (3)(c)(ii).

6 (iii) In the event payment is timely made within (c)(ii) of this
7 subsection, the writ of restitution shall be stayed without further
8 order of the court in order for the tenant to make any remaining
9 payment pursuant to the court order; in the event of default in
10 payment by the tenant, the court shall require the sheriff to serve
11 the writ of restitution again upon the tenant before execution of the
12 writ of restitution or, in lieu of reservice of the writ by the
13 sheriff, require the landlord to serve a notice of default in
14 accordance with RCW 59.12.040 informing the tenant that he or she has
15 defaulted on the payment plan arranged by the court and has three
16 calendar days from the date of service to vacate the premises before
17 the sheriff may execute the writ of restitution. If the landlord
18 serves the notice of default described under this subsection
19 (3)(c)(iii), an additional day shall not be included in calculating
20 the time before the sheriff may execute the writ of restitution.

21 (iv) A tenant who seeks to satisfy a condition of this subsection
22 (3)(c) by relying on an emergency rental assistance program provided
23 by a government or nonprofit entity may stay the writ of restitution
24 upon sufficient documentation to readily pay any balance set forth by
25 the court order. The court shall stay the writ of restitution as
26 necessary to afford the tenant an opportunity to satisfy the
27 condition by the court.

28 (v) If payment to the court cannot be made due to the means of
29 payment by the tenant, the court may order payment to be made
30 directly to the landlord or landlord's agent.

31 (vi) The court shall extend the writ of restitution as necessary
32 to enforce the order in the event of default.

33 (d) A tenant who has been served with three or more notices to
34 pay or vacate for failure to pay rent as set forth in RCW 59.12.040
35 within twelve months prior to the notice to pay or vacate upon which
36 the proceeding is based may not seek relief under this subsection
37 (3).

38 (e)(i) If, at a hearing pursuant to this subsection (3), the
39 landlord indicates that he or she will submit an application to the
40 landlord mitigation program under RCW 43.31.605 in order to satisfy

1 the outstanding judgment, the court shall restore the tenancy. The
2 court shall then render an order sustaining the judgment for the
3 landlord, denying or vacating the writ of restitution, in order for
4 payment to be made to the landlord from the landlord mitigation
5 program, and indicating that the landlord is entitled to disbursement
6 from the landlord mitigation program for the amount entered within
7 the judgment subject to the availability of amounts appropriated for
8 this specific purpose. The monetary judgment entered pursuant to
9 subsection (1) of this section remains in effect pending disbursal
10 under this subsection (3)(e).

11 (ii) If the department of commerce fails to disburse payment to
12 the landlord for the judgment pursuant to this subsection (3)(e), the
13 landlord may renew an application for a writ of restitution pursuant
14 to RCW 59.18.370 and for other rent owed by the tenant since the time
15 of entry of the prior judgment. In such event, the tenant may
16 exercise rights afforded under this section.

17 (iii) Upon payment by the department of commerce to the landlord
18 for the amount of the judgment, the judgment is satisfied.

19 (4) In all other cases the judgment may be enforced immediately.
20 If writ of restitution shall have been executed prior to judgment no
21 further writ or execution for the premises shall be required.

22 (5) This section also applies if the writ of restitution is
23 issued pursuant to a final judgment entered after a show cause
24 hearing conducted in accordance with RCW 59.18.380.

25 **Sec. 7.** RCW 59.18.390 and 2011 c 132 s 19 are each amended to
26 read as follows:

27 (1) The sheriff shall, upon receiving the writ of restitution,
28 forthwith serve a copy thereof upon the ((defendant)) tenant, his or
29 her agent, or attorney, or a person in possession of the premises,
30 and shall not execute the same for three days thereafter(~~(, and the~~
31 ~~defendant, or person in possession of the premises within three days~~
32 ~~after the service of the writ of restitution may execute to the~~
33 ~~plaintiff a bond to be filed with and approved by the clerk of the~~
34 ~~court in such sum as may be fixed by the judge, with sufficient~~
35 ~~surety to be approved by the clerk of the court, conditioned that~~
36 ~~they will pay to the plaintiff such sum as the plaintiff may recover~~
37 ~~for the use and occupation of the premises, or any rent found due,~~
38 ~~together with all damages the plaintiff may sustain by reason of the~~
39 ~~defendant occupying or keeping possession of the premises, together~~

1 with all damages which the court theretofore has awarded to the
2 plaintiff as provided in this chapter, and also all the costs of the
3 action. If the writ of restitution was issued after alternative
4 service provided for in RCW 59.18.055, the court shall determine the
5 amount of the bond after considering the rent claimed and any other
6 factors the court deems relevant. The plaintiff, his or her agent or
7 attorneys, shall have notice of the time and place where the court or
8 judge thereof shall fix the amount of the defendant's bond, and shall
9 have notice and a reasonable opportunity to examine into the
10 qualification and sufficiency of the sureties upon the bond before
11 the bond shall be approved by the clerk). After the issuance of a
12 writ of restitution, acceptance of a payment by the landlord (~~or~~
13 ~~plaintiff~~) that only partially satisfies the judgment will not
14 invalidate the writ unless pursuant to a written agreement executed
15 by both parties. The eviction will not be postponed or stopped unless
16 a copy of that written agreement is provided to the sheriff. It is
17 the responsibility of the tenant (~~or defendant~~) to ensure a copy of
18 the agreement is provided to the sheriff. Upon receipt of the
19 agreement, the sheriff will cease action unless ordered to do
20 otherwise by the court. The writ of restitution and the notice that
21 accompanies the writ of restitution required under RCW 59.18.312
22 shall conspicuously state in bold face type, all capitals, not less
23 than twelve points information about partial payments as set forth in
24 subsection (2) of this section. If the writ of restitution has been
25 based upon a finding by the court that the tenant, subtenant,
26 sublessee, or a person residing at the rental premises has engaged in
27 drug-related activity or has allowed any other person to engage in
28 drug-related activity at those premises with his or her knowledge or
29 approval, neither the tenant (~~, the defendant,~~) nor a person in
30 possession of the premises shall be entitled to post a bond in order
31 to retain possession of the premises. The writ may be served by the
32 sheriff, in the event he or she shall be unable to find the
33 (~~defendant~~) tenant, an agent or attorney, or a person in possession
34 of the premises, by affixing a copy of the writ in a conspicuous
35 place upon the premises: PROVIDED, That the sheriff shall not require
36 any bond for the service or execution of the writ. The sheriff shall
37 be immune from all civil liability for serving and enforcing writs of
38 restitution unless the sheriff is grossly negligent in carrying out
39 his or her duty.

1 (2) The notice accompanying a writ of restitution required under
2 RCW 59.18.312 shall be substantially similar to the following:

3 **IMPORTANT NOTICE - PARTIAL PAYMENTS**

4 **YOUR LANDLORD'S ACCEPTANCE OF A PARTIAL PAYMENT FROM YOU AFTER**
5 **SERVICE OF THIS WRIT OF RESTITUTION WILL NOT AUTOMATICALLY POSTPONE**
6 **OR STOP YOUR EVICTION. IF YOU HAVE A WRITTEN AGREEMENT WITH YOUR**
7 **LANDLORD THAT THE EVICTION WILL BE POSTPONED OR STOPPED, IT IS YOUR**
8 **RESPONSIBILITY TO PROVIDE A COPY OF THE AGREEMENT TO THE SHERIFF. THE**
9 **SHERIFF WILL NOT CEASE ACTION UNLESS YOU PROVIDE A COPY OF THE**
10 **AGREEMENT. AT THE DIRECTION OF THE COURT THE SHERIFF MAY TAKE FURTHER**
11 **ACTION.**

12 **Sec. 8.** RCW 59.18.365 and 2008 c 75 s 1 are each amended to read
13 as follows:

14 (1) The summons must contain the names of the parties to the
15 proceeding, the attorney or attorneys if any, the court in which the
16 same is brought, the nature of the action, in concise terms, and the
17 relief sought, and also the return day; and must notify the defendant
18 to appear and answer within the time designated or that the relief
19 sought will be taken against him or her. The summons must contain a
20 street address for service of the notice of appearance or answer and,
21 if available, a facsimile number for the plaintiff or the plaintiff's
22 attorney, if represented. The summons must be served and returned in
23 the same manner as a summons in other actions is served and returned.

24 (2) A defendant may serve a copy of an answer or notice of
25 appearance by any of the following methods:

26 (a) By delivering a copy of the answer or notice of appearance to
27 the person who signed the summons at the street address listed on the
28 summons;

29 (b) By mailing a copy of the answer or notice of appearance
30 addressed to the person who signed the summons to the street address
31 listed on the summons;

32 (c) By facsimile to the facsimile number listed on the summons.
33 Service by facsimile is complete upon successful transmission to the
34 facsimile number listed upon the summons;

35 (d) As otherwise authorized by the superior court civil rules.

36 (3) The summons for unlawful detainer actions for tenancies
37 covered by this chapter shall be substantially in the following form:

38 IN THE SUPERIOR COURT OF THE

STATE OF WASHINGTON

IN AND

FOR COUNTY

Plaintiff/ } NO.
Landlord/ }
Owner, }
}

vs. EVICTION SUMMONS

(Residential)

Defendant/
Tenant/
Occupant.

THIS IS ((NOTICE OF A LAWSUIT)) AN IMPORTANT LEGAL DOCUMENT TO EVICT YOU.

((PLEASE READ IT CAREFULLY.

THE DEADLINE FOR)) YOUR **WRITTEN**

RESPONSE ((IS)) MUST BE RECEIVED BY: 5:00 p.m., on

TO: (Defendant's Name)

. (Defendant's Address)

~~((This is notice of a lawsuit to evict you from the property which you are renting. Your landlord is asking the court to terminate your tenancy, direct the sheriff to remove you and your belongings from the property, enter a money judgment against you for unpaid rent and/or damages for your use of the property, and for court costs and attorneys' fees.~~

~~If you want to defend yourself in this lawsuit, you must respond to the eviction complaint in writing on or before the deadline stated above. You must respond in writing even if no case number has been assigned by the court yet.~~

~~You can respond to the complaint in writing by delivering a copy of a notice of appearance or answer to your landlord's attorney (or your landlord if there is no attorney) by personal delivery, mailing, or facsimile to the address or facsimile number stated below **TO BE**~~

~~RECEIVED NO LATER THAN THE DEADLINE STATED ABOVE.~~ Service by facsimile is complete upon successful transmission to the facsimile number, if any, listed in the summons.

The notice of appearance or answer must include the name of this case (plaintiff(s) and defendant(s)), your name, the street address where further legal papers may be sent, your telephone number (if any), and your signature.

If there is a number on the upper right side of the eviction summons and complaint, you must also file your original notice of appearance or answer with the court clerk by the deadline for your written response.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing the summons. Within fourteen days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.

You may also be instructed in a separate order to appear for a court hearing on your eviction. If you receive an order to show cause you must personally appear at the hearing on the date indicated in the order to show cause **IN ADDITION** to delivering and filing your notice of appearance or answer by the deadline stated above.

~~IF YOU DO NOT RESPOND TO THE COMPLAINT IN WRITING BY THE DEADLINE STATED ABOVE YOU WILL LOSE BY DEFAULT. YOUR LANDLORD MAY PROCEED WITH THE LAWSUIT, EVEN IF YOU HAVE MOVED OUT OF THE PROPERTY.~~

The notice of appearance or answer must be delivered to:

.....

Name

.....

Street Address

.....

Telephone Number

.....

GET HELP: If you do not respond by . . . (date) . . . , you will lose your right to defend yourself in court and could be evicted. If you cannot afford a lawyer, you may call 2-1-1. They can refer you to free or low-cost legal help. They can help you find help to pay for a lawyer.

HOW TO RESPOND: Phone calls to your Landlord or your Landlord's lawyer are not a response. You may respond with a "notice of appearance." This is a letter that includes the following:

- (1) A statement that you are appearing in the court case
- (2) Names of the landlord(s) and the tenant(s) (as listed above)
- (3) Your name, your address where legal documents may be sent, your signature, phone number (if any), and case number (if the case is filed)

This case is / is not filed with the court. If this case is filed, you need to also file your response with the court by delivering a copy to the clerk of the court at: (Clerk's Office/Address/Room number/Business hours of court clerk)

WHERE TO RESPOND: You must mail, fax, or hand deliver your response letter to your Landlord's lawyer, or if no lawyer is named in the complaint, to your Landlord. If you mail the response letter, you must do it by . . . (3 days before deadline) Get a proof of mailing from the post office. If you hand deliver or fax it, you must do it by . . . (date of deadline) The address is:

- (Attorney/Landlord Name)
- (Address)
- (Fax - required if available)

COURT DATE: If you respond to this Summons, you will be notified of your hearing date in a document called an "Order to Show Cause." This is usually mailed to you. If you get notice of a hearing, **you must go to the hearing.** If you do not show up, your landlord can evict you. Your landlord might also charge you more money. If you move before the court date, you must tell your landlord or the landlord's attorney.

Sec. 9. RCW 59.18.290 and 2010 c 8 s 19028 are each amended to read as follows:

1 (1) It (~~shall be~~) is unlawful for the landlord to remove or
2 exclude from the premises the tenant thereof except under a court
3 order so authorizing. Any tenant so removed or excluded in violation
4 of this section may recover possession of the property or terminate
5 the rental agreement and, in either case, may recover the actual
6 damages sustained. The prevailing party may recover the costs of suit
7 or arbitration and reasonable (~~attorney's~~) attorneys' fees.

8 (2) It (~~shall be~~) is unlawful for the tenant to hold over in
9 the premises or exclude the landlord therefrom after the termination
10 of the rental agreement except under a valid court order so
11 authorizing. Subject to RCW 59.18.410, any landlord so deprived of
12 possession of premises in violation of this section may recover
13 possession of the property and damages sustained by him or her, and
14 the prevailing party may recover his or her costs of suit or
15 arbitration and reasonable (~~attorney's~~) attorneys' fees.

16 **Sec. 10.** RCW 59.18.055 and 1997 c 86 s 1 are each amended to
17 read as follows:

18 (1) When the (~~plaintiff~~) landlord, after the exercise of due
19 diligence, is unable to personally serve the summons on the
20 (~~defendant~~) tenant, the (~~court~~) landlord may (~~authorize~~) use
21 the alternative means of service (~~described herein. Upon filing of~~
22 ~~an affidavit from the person or persons attempting service describing~~
23 ~~those attempts, and the filing of an affidavit from the plaintiff,~~
24 ~~plaintiff's agent, or plaintiff's attorney stating the belief that~~
25 ~~the defendant cannot be found, the court may enter an order~~
26 ~~authorizing service of the summons~~) as follows:

27 (a) The summons and complaint shall be posted in a conspicuous
28 place on the premises unlawfully held, not less than nine days from
29 the return date stated in the summons; and

30 (b) Copies of the summons and complaint shall be deposited in the
31 mail, postage prepaid, by both regular mail and certified mail
32 directed to the (~~defendant's~~) tenant's or (~~defendants'~~) tenants'
33 last known address not less than nine days from the return date
34 stated in the summons.

35 (2) When service on the (~~defendant~~) tenant or (~~defendants~~)
36 tenants is accomplished by this alternative procedure, the court's
37 jurisdiction is limited to restoring possession of the premises to
38 the (~~plaintiff~~) landlord and no money judgment may be entered
39 against the (~~defendant~~) tenant or (~~defendants~~) tenants until such

1 time as jurisdiction over the (~~(defendant)~~) tenant or (~~(defendants)~~)
2 tenants is obtained.

3 (~~((2))~~) (3) Before the entry of any judgment or issuance of a
4 writ of restitution due to the tenant's failure to appear, the
5 landlord shall provide the court with an affidavit from the person or
6 persons attempting service that describes the service achieved, or if
7 by alternative service pursuant to this section, that describes the
8 efforts at personal service before alternative service was used and
9 an affidavit from the landlord, landlord's agent, or landlord's
10 attorney stating his or her belief that the tenant cannot be found.

11 (4) For the purposes of subsection (1) of this section, the
12 exercise of due diligence is met if the landlord attempts personal
13 service on the tenant at least three times over not less than two
14 days and at different times of the day.

15 (5) This section shall apply to this chapter and chapter 59.20
16 RCW.

17 **Sec. 11.** RCW 43.31.605 and 2018 c 66 s 2 are each amended to
18 read as follows:

19 (1) (a) Subject to the availability of funds for this purpose, the
20 landlord mitigation program is created and administered by the
21 department. The department shall have such rule-making authority as
22 the department deems necessary to administer the program.

23 (b) The following types of claims related to landlord mitigation
24 for renting private market rental units to low-income tenants using a
25 housing subsidy program are eligible for reimbursement from the
26 landlord mitigation program account:

27 (~~((a))~~) (i) Up to one thousand dollars for improvements
28 identified in RCW 59.18.255(1)(a). In order to be eligible for
29 reimbursement under this subsection (1) (~~((a))~~) (b)(i), the landlord
30 must pay for the first five hundred dollars for improvements, and
31 rent to the tenant whose housing subsidy program was conditioned on
32 the real property passing inspection. Reimbursement under this
33 subsection (1) (~~((a))~~) (b)(i) may also include up to fourteen days of
34 lost rental income from the date of offer of housing to the applicant
35 whose housing subsidy program was conditioned on the real property
36 passing inspection until move in by that applicant;

37 (~~((b))~~) (ii) Reimbursement for damages as reflected in a judgment
38 obtained against the tenant through either an unlawful detainer

1 proceeding, or through a civil action in a court of competent
2 jurisdiction after a hearing;

3 ~~((e))~~ (iii) Reimbursement for damages established pursuant to
4 subsection (2) of this section; and

5 ~~((d))~~ (iv) Reimbursement for unpaid rent and unpaid utilities,
6 provided that the landlord can evidence it to the department's
7 satisfaction.

8 (c) Claims related to landlord mitigation for an unpaid judgment
9 for rent, late fees, attorneys' fees, and costs after a court order
10 pursuant to RCW 59.18.410(3) are eligible for reimbursement from the
11 landlord mitigation program account. Claims under this subsection are
12 not subject to subsection (4) of this section.

13 (2) In order for a claim under subsection (1)~~((e))~~ (b)(iii) of
14 this section to be eligible for reimbursement from the landlord
15 mitigation program account, a landlord must:

16 (a) Have ensured that the rental property was inspected at the
17 commencement of the tenancy by both the tenant and the landlord or
18 landlord's agent and that a detailed written move-in property
19 inspection report, as required in RCW 59.18.260, was prepared and
20 signed by both the tenant and the landlord or landlord's agent;

21 (b) Make repairs and then apply for reimbursement to the
22 department;

23 (c) Submit a claim on a form to be determined by the department,
24 signed under penalty of perjury; and

25 (d) Submit to the department copies of the move-in property
26 inspection report specified in (a) of this subsection and supporting
27 materials including, but not limited to, before repair and after
28 repair photographs, videos, copies of repair receipts for labor and
29 materials, and such other documentation or information as the
30 department may request.

31 (3) The department shall make reasonable efforts to review a
32 claim within ten business days from the date it received properly
33 submitted and complete claims to the satisfaction of the department.
34 In reviewing a claim, and determining eligibility for reimbursement,
35 the department must receive documentation, acceptable to the
36 department in its sole discretion, that the claim involves a private
37 market rental unit rented to a low-income tenant who is using a
38 housing subsidy program.

39 (4) Claims related to a tenancy must total at least five hundred
40 dollars in order for a claim to be eligible for reimbursement from

1 the program. While claims or damages may exceed five thousand
2 dollars, total reimbursement from the program may not exceed five
3 thousand dollars per tenancy.

4 (5) Damages, beyond wear and tear, that are eligible for
5 reimbursement include, but are not limited to: Interior wall gouges
6 and holes; damage to doors and cabinets, including hardware; carpet
7 stains or burns; cracked tiles or hard surfaces; broken windows;
8 damage to household fixtures such as disposal, toilet, sink, sink
9 handle, ceiling fan, and lighting. Other property damages beyond
10 normal wear and tear may also be eligible for reimbursement at the
11 department's discretion.

12 (6) All reimbursements for eligible claims shall be made on a
13 first-come, first-served basis, to the extent of available funds. The
14 department shall use best efforts to notify the tenant of the amount
15 and the reasons for any reimbursements made.

16 (7) The department, in its sole discretion, may inspect the
17 property and the landlord's records related to a claim, including the
18 use of a third-party inspector as needed to investigate fraud, to
19 assist in making its claim review and determination of eligibility.

20 (8) A landlord in receipt of reimbursement from the program is
21 prohibited from:

22 (a) Taking legal action against the tenant for damages
23 attributable to the same tenancy; or

24 (b) Pursuing collection, or authorizing another entity to pursue
25 collection on the landlord's behalf, of a judgment against the tenant
26 for damages attributable to the same tenancy.

27 (9) A landlord denied reimbursement under subsection (1)(~~(e)~~)
28 (b)(iii) of this section may seek to obtain a judgment from a court
29 of competent jurisdiction and, if successful, may resubmit a claim
30 for damages supported by the judgment, along with a certified copy of
31 the judgment. The department may reimburse the landlord for that
32 portion of such judgment that is based on damages reimbursable under
33 the landlord mitigation program, subject to the limitations set forth
34 in this section.

35 (10) Determinations regarding reimbursements shall be made by the
36 department in its sole discretion.

37 (11) The department must establish a web site that advertises the
38 landlord mitigation program, the availability of reimbursement from
39 the landlord mitigation program account, and maintains or links to
40 the agency rules and policies established pursuant to this section.

1 (12) Neither the state, the department, or persons acting on
2 behalf of the department, while acting within the scope of their
3 employment or agency, is liable to any person for any loss, damage,
4 harm, or other consequence resulting directly or indirectly from the
5 department's administration of the landlord mitigation program or
6 determinations under this section.

7 (13)(a) A report to the appropriate committees of the legislature
8 on the effectiveness of the program and recommended modifications
9 shall be submitted to the governor and the appropriate committees of
10 the legislature by January 1, 2021. In preparing the report, the
11 department shall convene and solicit input from a group of
12 stakeholders to include representatives of large multifamily housing
13 property owners or managers, small rental housing owners in both
14 rural and urban markets, a representative of tenant advocates, and a
15 representative of the housing authorities.

16 (b) The report shall include discussion of the effectiveness of
17 the program as well as the department's recommendations to improve
18 the program, and shall include the following:

19 (i) The number of total claims and total amount reimbursed to
20 landlords by the fund;

21 (ii) Any indices of fraud identified by the department;

22 (iii) Any reports by the department regarding inspections
23 authorized by and conducted on behalf of the department;

24 (iv) An outline of the process to obtain reimbursement for
25 improvements and for damages from the fund;

26 (v) An outline of the process to obtain reimbursement for lost
27 rent due to the rental inspection and tenant screening process,
28 together with the total amount reimbursed for such damages;

29 (vi) An evaluation of the feasibility for expanding the use of
30 the mitigation fund to provide up to ninety-day no interest loans to
31 landlords who have not received timely rental payments from a housing
32 authority that is administering section 8 rental assistance;

33 (vii) Any other modifications and recommendations made by
34 stakeholders to improve the effectiveness and applicability of the
35 program.

36 (14) When a landlord has been reimbursed pursuant to subsection
37 (1)(c) of this section, the tenant shall have three months from the
38 date that judgment is entered under RCW 59.18.410(3)(e) to reimburse
39 the department by depositing the amount disbursed from the landlord
40 mitigation program account into the court registry of the local

1 superior court. The local superior court shall then forward such
2 funds to the department. The tenant or other interested party may
3 seek an ex parte order of the court under the unlawful detainer
4 action to order such funds to be disbursed by the court. The court
5 clerk shall include a case number with any payment issued to the
6 department.

7 (15) As used in this section:

8 (a) "Housing subsidy program" means a housing voucher as
9 established under 42 U.S.C. Sec. 1437 as of January 1, 2018, or other
10 housing subsidy program including, but not limited to, valid short-
11 term or long-term federal, state, or local government, private
12 nonprofit, or other assistance program in which the tenant's rent is
13 paid either partially by the program and partially by the tenant, or
14 completely by the program directly to the landlord;

15 (b) "Low-income" means income that does not exceed eighty percent
16 of the median income for the standard metropolitan statistical area
17 in which the private market rental unit is located; and

18 (c) "Private market rental unit" means any unit available for
19 rent that is owned by an individual, corporation, limited liability
20 company, nonprofit housing provider, or other entity structure, but
21 does not include housing acquired, or constructed by a public housing
22 agency under 42 U.S.C. Sec. 1437 as it existed on January 1, 2018.

23 **Sec. 12.** RCW 43.31.615 and 2018 c 66 s 3 are each amended to
24 read as follows:

25 (1) The landlord mitigation program account is created in the
26 custody of the state treasury. All transfers and appropriations by
27 the legislature, repayments, private contributions, and all other
28 sources must be deposited into the account. Expenditures from the
29 account may only be used for the landlord mitigation program under
30 this chapter to reimburse landlords for eligible claims related to
31 private market rental units during the time of their rental to low-
32 income tenants using housing subsidy programs as defined in RCW
33 43.31.605, for any unpaid judgment issued within an unlawful detainer
34 action under chapter 59.18 RCW, and for the administrative costs
35 identified in subsection (2) of this section. Only the director or
36 the director's designee may authorize expenditures from the account.
37 The account is subject to allotment procedures under chapter 43.88
38 RCW, but an appropriation is not required for expenditures.

1 (2) Administrative costs associated with application,
2 distribution, and other program activities of the department may not
3 exceed (~~ten~~) twenty percent of the annual funds available for the
4 landlord mitigation program. Reappropriations must not be included in
5 the calculation of the annual funds available for determining the
6 administrative costs.

7 NEW SECTION. **Sec. 13.** If specific funding for the purposes of
8 this act, referencing this act by bill or chapter number, is not
9 provided by June 30, 2019, in the capital or operating omnibus
10 appropriations acts, this act is null and void.

--- END ---